

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **NO2102**Due Date: **04/16/02 at 2:00 P.M.**

Date Sent: April 2, 2002

Agency ContractGoods and services to be purchased: **PERFORMING AND INTERPRETING VARIOUS RADIOLOGICAL PROCEDURES****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING
GENERAL SERVICES**

Invitation to Bid

Solicitation Number: NO2102

Due Date: 04/16/02

Vendor Name:

Description
<p>FIVE YEAR CONTRACT FOR PERFORMING AND INTERPRETING VARIOUS RADIOLOGICAL PROCEDURES, PER THE ATTACHED SPECIFICATIONS.</p> <p>CONTRACT PERIOD JULY 1, 2002 THROUGH JUNE 30, 2007.</p> <p>PLEASE ENTER YOUR PRICING AS A COST PER HOUR \$_____.</p>
<p>QUESTIONS ON SPECIFICATIONS CALL BLITCH SHUMAN AT (801) 576-7110 OR DONNA HOOD AT (801) 576-7440.</p> <p>QUESTIONS ON PURCHASING PROCESS CALL NANCY ORTON AT (801) 538-3148.</p> <p>RX: 410 25000000034</p>

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. **BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as bid. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or approved equal" apply. "Or approved equal" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the bidder lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. **MULTIPLE OR ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS SO STATED IN THE SPECIFICATIONS.** (f) By signing the bid the bidder certifies that all of the information provided is accurate, and that prices bid are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. **SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. (e) All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33).

3. **FAILURE TO BID:** Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise DIVISION in writing prior to due date that you desire to receive future invitations to bid on this commodity(s). **Three consecutive no responses will automatically result in removal.**

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

5. **BONDS:** The state has the right to require a bid bond, payment bond and/or a faithful performance bond from the bidder in an amount not to exceed the amount of the contract.

6. **SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

7. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually

agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

8. **DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

9. **AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

10. **ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**Invitation to Bid (ITB)
Radiologist at Draper, UT
Bid No. NO2102 - RX 410 25000000034**

The State of Utah, Department of Corrections (UDC), Division of Institutional Operations (DIO), at Draper, Utah, initiates this Invitation to Bid (ITB).

The general purpose of this ITB is to provide interested bidders an opportunity to bid for a contract that provides radiology services, which include performing and interpreting various radiological procedures on inmates housed at the Draper Site. The information provided herein is intended to give prospective bidders sufficient basic information to submit quotations that meet minimum requirements. We do not intend to limit quotation's content or exclude any relevant or essential data or limit the means by which services are provided.

On the next page(s) are listed specific requirements for this service. A copy of the Standard Terms and Conditions (Attachments A and B) that shall be part of any contract resulting from this ITB is also attached. If you have any questions regarding this bid, feel free to contact Blitch Shuman at (801) 576-7110 or Donna Hood at (801) 576-7440.

Bidding Information

The proposed contract shall become effective **July 1, 2002, with an option to renew on a year-to-year basis up to five (5) years and will be terminated June 30, 2007**, unless a breach of contract occurs or the UDC determines that its priorities have changed or funds have been canceled at which time the contract will be terminated. UDC's continual performance after FY 03 (June 30, 2003) depends on budgeting or availability of funds.

The successful bidder shall function as an independent contractor. A performance bond may be required. All bidders shall provide a current copy of their Utah business license and/or professional licensure with the bid. A current copy of the successful bidder's business license shall be maintained with the DIO's representative. A copy of the "Certificate of Insurance" shall be provided with the bid for professional liability in the amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Bidders shall provide a resume of their experience as well as current names addresses and telephone numbers of three (3) references to which the bidder has provided services during the past two years.

The successful bidder shall submit to all security checks that DIO deems necessary; including, but not limited to, searches of the person and equipment. Due to the circumstances of the UDC's liability, UDC reserves the right to do an extensive background check for criminal and traffic violations of those servicing this contract who enter DIO property. No one under the age of 18 shall be permitted on property.

All records created and/or maintained as a result of this contract shall be classified in accordance with Government Records Access and Management Act (GRAMA), Chapter 2, Title 63, Utah Code Annotated. The DIO Contract Coordinator shall periodically monitor any resulting contract. The successful bidder is required to cooperate with this monitoring process.

This ITB is solely for the purpose of facilitating a dialogue between prospective bidders and UDC; therefore, this document does not create contractual rights for prospective contractors. Actual contractual rights and duties between the parties, if any, shall flow from a written contract prepared by UDC. This document shall essentially mirror the material terms of the ITB, but may contain additional terms that will not substantially alter the nature of the ITB. A prospective contractor, by signing such a contract, agrees that the contract itself is the final and complete expression of the parties' agreement.

The information provided herein is intended to provide prospective contractors with sufficient basic information to submit bids that meet minimum requirements. It is not intended to limit content or exclude any relevant or essential data or limit the means by which services are provided.

The contract may be awarded based on the initial bids received, without discussion of such. Accordingly, each bid should be submitted with the most favorable price, references and services. UDC reserves the right to reject any or all bids received. Bids will be evaluated on the basis of cost of services, provided that past experience of contractor, and contractor's references are acceptable.

All procurements are subject to provisions of the State of Utah, including the Utah Procurement Code and rules promulgated by the State Division of Purchasing. To be paid for services completed under this contract, an invoice detailing services rendered shall be submitted to UDC.

Pricing and service elements of all bids will not be considered proprietary. All materials become the property of UDC, and all submitted ITB's may be reviewed and evaluated by any person at the discretion of the DIO.

Background:

The Draper Site Facility is an incarceration facility run by the State of Utah. It normally houses approximately 3500 inmates. The mission of the UDC is we as corrections professionals, are dedicated to protecting our community by enforcing the orders of the court and Board of Pardons. We are also dedicated to guiding offenders to become law-abiding citizens through the use of professional and community resources.

SCOPE OF SERVICES:

A. The successful respondent shall:

1. Perform various radiological procedures at the Utah State Prison located in Draper, Utah, and interpret results of these procedures as required by the DIO Medical staff. Interpretations may be conducted other than at the Utah State Prison, but interpretations and procedures will be performed in a timely manner; at least twenty-four hour responses for all interpretation that needs emergency intervention, and three-day response for routine readings.

2. Submit a monthly list of inmate names and procedures performed on them to the Medical Administrator at the Utah State Prison.
3. Consider all information as it pertains to UDC inmate-patients as confidential, and shall not release information or records regarding inmates; UDC will determine, as prescribed by the Governmental Records Access Management Act (GRAMA), which records and information will be released.
4. Be required to fully comply with all business and professional licensing, Board Certification and other requirements of the State of Utah, and federal law; performance under a contract will be equal to the performance under the same or similar circumstance, which a reasonably competent and conscientious radiologist practicing anywhere in the United States of America would render.
5. Provide services at the Utah State Prison Facility.

B. Cost of Services

The successful respondent:

1. Will be reimbursed monthly for his services rendered upon submission of an invoice.
2. Shall be compensated, on a fee-for-service basis, at the rate of \$_____per hour.

- C. Time of Payment: UDC will make Payments in monthly installments to CONTRACTOR up to the contract limit. CONTRACTOR shall bill UDC by the 10th of each month for delivered services and/or products during the previous month. Reimbursement must be made with funding allocated for the fiscal year in which the services and/or products were delivered. Billing for June services received after July 10, deadline does not have to be reimbursed unless funding can be utilized from the appropriate fiscal year.

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. Authority: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. Contract Jurisdiction, Choice of Law, and Venue: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. Laws and Regulations: Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. Records Administration: The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. Conflict of Interest: CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. Contractor, an Independent Contractor: The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.

7. Indemnity Clause: The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. Equal Opportunity Clause: The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. Separability Clause: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. Renegotiation or Modifications: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.

11. Debarment: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. Termination: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. Sales Tax Exemption: The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

14. Warranty: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

-----END OF ATTACHMENT A-----

ATTACHMENT B
UTAH DEPARTMENT OF CORRECTIONS STANDARD TERMS AND CONDITIONS

1. Assignment and Delegation: Neither party shall assign any right or delegate any duty under this contract without the express written and signed consent of the other party.

2. Attorney's Fees: If either party brings an action, in law or equity, to compel the performance of, or to recover for the breach of, any agreement, covenant, or promise contained in this contract, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees, the amount of any judgment, and all costs incurred.

3. Contract Formation: No legally enforceable rights or duties shall arise between the parties under this contract until: (a) the respective representatives of CONTRACTOR and UDC sign the contract; and (b) the contract is approved and signed by the respective representatives of the UDC Office of Administrative Services, the UDC Bureau of Financial Services, and the State of Utah's Divisions of Purchasing and Finance.

4. Contractor Access to UDC Facilities: UDC shall have the right to deny CONTRACTOR'S agents and employees--or the agents and employees of its subcontractors (if any)--access to any premises controlled, held, leased, or occupied by UDC if, in the sole judgment of UDC, such personnel pose a threat to any of UDC's legitimate security interests. Contractor will submit to all security checks that UDC deems necessary; including, but not limited to, searches of person and equipment. No one under the age of 18 will be allowed on property.

5. Criminal Conviction Information: Upon written request by UDC, CONTRACTOR shall provide (at its own expense) UDC with sufficient personal information about its agents or employees--and the agents and employees of its subcontractors (if any)--who will enter upon premises controlled, held, leased, or occupied by UDC during the course of performing this contract so as to facilitate a criminal record check, at state expense, on such personnel by UDC.

6. Former Felons: **CONTRACTOR**, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees--or the agents or employees of its subcontractors (if any)--who have been convicted of a felony to enter upon any premises controlled, held, leased, or occupied by UDC. A given crime shall be deemed a felony if defined as such by the jurisdiction where the conviction occurred.

7. Integration: The parties declare this contract to be the final and complete expression of their agreement, and it shall not be contradicted, supplemented, or varied by any prior or contemporaneous oral or written agreements, representations, or understandings.

8. Non-appropriation of Funds: UDC's continued performance after the start of the State of Utah's next fiscal year is expressly contingent upon funds for this contract being appropriated, budgeted, or otherwise made available. If funds are not made available for the next fiscal years, this contract will automatically terminate at the end of the current fiscal year.

9. Occupational Safety and Health: (This clause will be considered a part of this contract only if required by law, rule, or regulation). CONTRACTOR represents that it is in compliance with Occupational Safety and Health Administration (OSHA) standards on blood borne pathogens set forth in 29 CFR 1910.1030, for any of the CONTRACTOR'S employees who provide services to UDC pursuant to this contract.

10. Paragraph and Section Headings: Paragraph and section headings throughout this contract are used for the sole purpose of facilitating the quick location of various contract provisions. Consequently, such headings do not create contractual rights or obligations, nor are they to be construed as a substantive part of the paragraphs or sections to which they belong.

11. Public Access to Contract Information: This contract is a public document, and both CONTRACTOR and UDC shall allow members of the general public to inspect a copy of the same during their regular business hours. Interested parties may obtain a copy of this contract at their own expense.